

Memorandum



Date: June 9, 2005

Agenda Item No. 8(O)(1)(D)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: Recommendation to Award a Contract for Bleacher Seating at the Crandon Park Tennis Center

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve award of the contract for the purchase of a bleacher-style seating system for the Crandon Park Tennis Center to Alto Seating Systems LLC (ALTO) for a total contract price of \$1.6 million.

BACKGROUND

On June 7, 2005, the County Manager made a recommendation to the Board to approve a waiver of the formal bidding process and to award Contract CBW1677-PW to SFCS, Inc for Temporary Seating at the Crandon Park Tennis Center. The Board waived bid protest procedures and competitive bidding and directed that the County Manager negotiate a contract with Alto Seating Systems LLC, and present the negotiated contract for Board consideration.

As a result of negotiations the County was successful in obtaining a reduction of \$95,000 from ALTO's Best and Final Offer of \$1,695,000. The final negotiated contract price of \$1,600,000 includes seating with chairbacks. Staff also completed telephone reference checks regarding four large scale temporary seating contracts performed by ALTO since 1996. The results of the reference checks and comments offered by the clients are included in Attachment A.

It is therefore recommended that the Board approve the above-captioned award to execute the attached agreement presented in substantially completed form with ALTO Seating Systems, LLC.

CONTRACT NO: CBW1677-PR

CONTRACT TITLE: Temporary Seating at the Crandon Park Tennis Center

DESCRIPTION: This contract is being awarded to purchase a bleacher-style, temporary seating system to provide adequate seating for the yearly NASDAQ – 100 Open Tennis Tournament.

TERM: Upon Delivery

FUNDING SOURCE: State of Florida Sunshine Loan

CONTRACT AMOUNT: \$1, 600,000

METHOD OF AWARD:	Waiver of Competitive Bidding pursuant to the direction of the Board of County Commissioners
VENDORS RECOMMENDED FOR AWARD:	ALTO Seating Systems, LLC
VENDORS NOT RECOMMENDED FOR AWARD:	SFCS, Inc.
USING/MANAGING AGENCY:	Miami-Dade County Department of Park and Recreation
CONTRACT MEASURES:	N/A
LIVING WAGE:	N/A
UAP:	The contract includes the 2% User Access Fee provision.
ESTIMATED CONTRACT COMMENCEMENT DATE:	After adoption by the Board of County Commissioners and expiration of the period for Board motion for reconsideration, unless vetoed by the Mayor.


Assistant County Manager

ATTACHMENT A

Client Lists and Reference Checks Alto Seating Systems LLC

Client and Contact	Address and Telephone	Project and Year Installed	Results of Telephone Reference Checks*	Client Comments
Edwin Shirley Staging Tim Norman, Director	Marshgate Sidings Marshgate Lane London England E152PB Phone 44-208522-1002	5,400 temporary Stadium Seats 1999	The temporary seating was leased on a buy-back plan for the Millennium Exhibition Cinema. Seats were in place for approximately eighteen months. Delivery, installation and disassembling were timely. Durability was excellent and approximately 6,000,000 visitors used the seating during the period. The company reviewed many systems and ALTO's seating was considered the best.	Very satisfied with the product and support by Alto Seating. The seating was reliable and met all requirements
SGA Rental Mark Reed, CEO	16450 Felton Road, Lansing, Michigan Phone 517-490-3292	SGA owns 22,000 Alto seats for rental 2005	The seating was purchased in 1999 and rented to various facilities. At present, 8,800 seats are installed at the Michigan's Soaring Eagle Resort and Casino outdoor music venue and will remain until August 2005. SGA installs and dismantles Alto seating on a regular basis and considers it to be easy to handle and durable.	Very satisfied with product durability and the high level of customer service from the vendor
Earl Court Venues Chris Morrison, Assistant to the Director	Warwick Road London, England SW59TA Phone 44-207-370-8100	7,500 temporary Seats Installed by user	7,500 seats were purchased from Alto and installation was done by the user for an Exhibition Music Arena. Delivery of the seating was just in time to meet the deadline. Earl Court Venues is pleased with the assembly, disassembly, and durability of the product.	Very satisfied with product durability and dependability. Mr. Morrison stated that Alto was a very good company and the product is reliable. He also suggests locking in delivery times and installers needs to be very familiar with the system.
SGB Scaffold Donald Malloy, Contract and Events Director	Westport Business Park St. Margarets Dublin County, Ireland Phone 353-183-40707	35,000 temporary Seats 1996	Seats were installed at the 1996 Olympics in Atlanta, Georgia. Seating (including tiered flip up chairs) was installed and disassembled on several occasions to accommodate the crowds in a tight event schedules and the work was completed in a timely manner.	High satisfaction rating. Installation and dismantling was easy and the firm is pleased with the durability of the system.

* Disability Compliance: All installations were customized to meet disability requirements and local codes.

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: June 9, 2005

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(D)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(D)
6-9-05

RESOLUTION NO. _____

RESOLUTION AWARDING THE CONTRACT FOR
PURCHASE OF BLEACHERS AT THE CRANDON
TENNIS CENTER TO ALTO SEATING SYSTEMS
LLC

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County Manager recommends that the contract for the purchase of a bleacher-style seating system at the Crandon Tennis Center be awarded to Alto Seating Systems LLC,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board awards the attached contract for the purchase of bleachers for the Crandon Tennis Center to Alto Seating Systems LLC. and authorizes the County Manager to execute same on behalf of the County.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____, and
upon being put to a vote, the vote was as follows:

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Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 9th day of June, 2005. This resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency.



R.A. Cuevas, Jr.

June 8, 2005

ALTO Seating Solution Systems LLC
Mr. Chris Mansell
Ravensbank Drive, North Moons Moat
Redditch, Worchester,
United Kingdom B98 9NA

Mr. Chris Mansell:

This letter is intended to set forth the terms of Miami-Dade County's (the "County") retainer (the "Contract") of ALTO Seating Solution Systems LLC (the "Contractor"), to provide a Bleacher System and related services (the "System") for the Crandon Park Tennis Center.

The Contract (also, "Agreement") shall consist of, and the order of precedence in case of a conflict between or among the provisions of this Agreement shall be: (1) this Agreement; (2) Appendix A to this Agreement containing the Best and Final Offer (BAFO) for Temporary Seating at Crandon Tennis Center Stadium describing the System to be provided along with any associated addenda and attachments; (3) Appendix B to this Agreement containing Contractor's Payment Schedule; (4) Appendix C to this agreement containing the County's ITB No. 1677-PR and any associated addenda and attachments; and (5) Appendix D to this Agreement containing a Disability Nondiscrimination Affidavit.

The terms of this Agreement are as follows:

- 1) The effective date of this Contract is _____. The term of this Contract shall be from the effective date through completion of the project, as determined by the County or upon termination by the County.
- 2) The total amount obligated under this Contract is not to exceed \$1,600,000. The County shall have no obligation to pay the Contractor any sum in excess of this amount.

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the rates for the System.

The Contractor will be paid according to Appendix B – Payment Schedule. The Payment Schedule is divided into sections noted as Deliverables. The Contractor is to work with the County's Project Manager. Deliverables will be submitted to the Project Manager, upon acceptance by the Project Manager an invoice referencing the Deliverable will be submitted to the County for payment.

- 3) The Contractor will be paid on the basis of a flat, fixed fee which includes all fees and expenses associated with the project. Prices shall remain firm and fixed for the term of

the Agreement.

- 4) The County's Project Manager is the Miami-Dade County Parks Department, who will manage this Contract on behalf of the County.
- 5) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by registered or Certified Mail, return receipt requested, or delivered personally, (or fax delivery with hard copy to follow in the format stated in this subparagraph) in any case addressed as follows:

(1) To the County at the following address:

- a) to the Project Manager:

Miami-Dade County
Parks Department
275 NW 2nd Street
Miami, FL 33128

Attention: Alan Velez, Civil & Structural Engineer – Section Head
Phone: (305) 755-7805
Fax: (305) 755-7995

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5257
Fax: (305) 375-2316

(2) To the Contractor at the following address:

ALTO Seating Solution Systems LLC
Ravensbank Drive, North Moons Moat
Redditch, Worcester,
United Kingdom B98 9NA

Attention: Mr. Chris Mansell
Phone: +44 1527 596 644
Cell: +44 7808 940 752
Fax: +44 1527 597 444

- 6) The Contractor's request for payments (as outlined in Appendix B – Payment Schedule) shall be supported by a report or other documents reasonably required by the County, and

shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, the request for payments shall have attached a copy of the original bill, the copy containing an original signature of an authorized representative of the Contractor. Payments shall be made within thirty (30) days after receipt by the County of a properly supported invoice and shall be submitted not more than once, in duplicate to the following address:

Miami-Dade County
Parks Department
275 NW 2nd Street
Miami, FL 33128

Attention: Director

- 7) The County, its duly authorized representatives or governmental agencies shall, at all reasonable times until the expiration of three (3) years after the expiration of this Contract and any extension thereof, have access to the Contractor's, subcontractors' and suppliers' premises where their records are kept and the right to examine all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description pertaining to the Services. All such books and records shall be preserved by the Contractor, subcontractors and suppliers at their own expense, for a period of three (3) years after the expiration of this Contract and any extension thereof.
- 8) The County reserves the right to cancel this Contract at any time, with or without cause, by 30-day written notice to the Contractor.

Additionally, the temporary seating in question will require an Accessibility Waiver supplied by the Florida Building Codes (FBC). If this Waiver is not granted, the County has the right to cancel this contract immediately.

- 9) Except upon prior written approval of the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, (a) any reports, studies, data, or other information provided to the Contractor by, or obtained by the Contractor from, the County in connection with the Services performed under this Contract, (b) any reports, studies, recommendations, data or information relating to, or made or developed by the Contractor in the course of the performance of the Services hereunder, or (c) the results of any such Services performed. All reports, studies, recommendations, and other products of the performance of Services are the property of the County and shall be delivered to the County with sufficient detail and clarity and with sufficient explanations and information to enable the County to understand, apply, and modify such products without further assistance from the Contractor.
- 10) The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including

attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, whether in tort, contract or otherwise, arising out of, relating to or in any way associated with this Agreement, or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

- 11) The Contractor shall furnish to Miami-Dade County, Department of Procurement Management, Contract Manager, 111 N.W. 1st Street, Suite 1375, Miami, FL 33128-1974, prior to the commencement of any work under this Agreement, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - B. Public Liability . this policy shall be endorsed to include products & completed operations liability insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Dade County must be shown as an additional insured with respect to this coverage.
 - C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
 - D. Owner's Protective Liability Insurance issued in the name of Miami-Dade County as sole insured, in amounts as indicated in (B) above. This policy must be endorsed to indicate that any premium, whether deposit or final shall be the sole obligation of the vendor.
 - E. Complete Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the contract amounts. The policy shall be in the name of the Vendor and Miami-Dade County as their interests may appear. This insurance is to be maintained until substantial completion of the work, as determined by the Park and Recreation Department.

The insurance coverage required above shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the

Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's GSA Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance, and must be members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: DADE COUNTY'S CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this section or under any other section of this Agreement. Award of this Agreement is contingent upon receipt of the insurance documents **within fifteen (15) calendar days after notification of compliance from the County and prior to commencement of any work under this Agreement.** If the insurance certificate is received within the specified time frame, but not in the manner prescribed, the Contractor shall be verbally notified of the deficiencies and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner and within the timeframes prescribed, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the County. Furthermore, the Contractor may be prohibited from submitting proposals to the County for a period of one year.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of the Agreement, including any and all option years that may be exercised by the County. If the insurance certificates are scheduled to expire during the term of the Agreement, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expired certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the contract until the new or renewed

certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

- 12) Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest herein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the County. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the Operator, or involve the County in any expense.

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

The County will have the right to require the Contractor not to utilize the services of a person, firm or corporation disapproved by the County. The County shall have the right to withdraw its consent to the use of a Subcontractor if it appears to the County that the subcontract will delay, prevent or otherwise impair the performance of Contractor's obligations under this Contract. The County shall have the right to pay the Subcontractor directly for the performance by such Subcontractor, in the event the County finds the Contractor in breach of its obligations and/or in default of this Contract. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder.

- 13) In the event Contractor wishes to remove key personnel from performing the Services hereunder, Contractor must notify the County's Contract Administrator in writing. The County must approve all personnel assigned by the Contractor to perform services under this Contract.
- 14) Contractor is not an agency, employee, representation or partner of the County, and it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of Miami-Dade County.

- 15) Contractor shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the Services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, apart 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and all other local, State and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.
- 16) No action shall lie or be maintained by the Contractor against the County upon any claim arising out of or based upon this Contract or by reason or of any act or omission or requirement of the County or its agents, unless such action shall be commenced within six (6) months after the completion of the Services or earlier termination of the Contract. No additional time shall be allowed to begin anew any other action if an action commenced within the time frame herein, is dismissed or discontinued.
- 17) By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit (as part of the Vendor Registration) the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. The Resolution provides that "If any attesting firm, or any owner, subsidiary or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit submitted pursuant to this resolution shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit."
- 18) All changes to this Contract must receive prior written approval from the County.
- 19) If the Contractor commits any fraud, misrepresentation or material misstatement regarding its contractual obligations to the County, the County shall have the right to terminate this Contract; seek judgement for any monies due to the County, and; as a further sanction, the county may terminate or cancel any other contracts which the Contractor has with the County. The Contractor shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The Contractor may also be disbarred from any County contracting for up to five (5) years.
- 20) The Contract shall be deemed to be executed in Miami-Dade County, State of Florida, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Florida. The Contractor agrees that the venue for any and all claims arising from this Contract shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade

County, Florida.

- 21) If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.
- 22) Termination for Default: The County may terminate this Contract upon the failure of the Contractor to comply with any provision and/or requirements of this Contract. The County's decision not to take action upon failure of the Contractor to perform shall not be construed as a waiver of the ability of the County to take additional action at a later date and time. The County shall also have the ability to place the Contractor on probation and/or terminate any portion of the Contract. The date of termination shall be stated in a written notice to the Contractor.
- 23) The Contractor shall be a registered vendor with the County – Department of Procurement Management – Vendor Assistance Unit, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

- 24) According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h)

revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 25) The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County herein are provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations

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shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

- 26) User Access Fee - Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase - Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide, to approved entities, a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

Contractor Compliance - If a Contractor fails to comply with this section, that Contractor may be considered in default by the County in accordance with Article 22 of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2003.

Contractor:

County:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Secretary

Clerk of the Board

Corporate Seal
(if applicable)

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTACHMENTS

Appendix A Best and Final Offer (BAFO) for Temporary Seating at Crandon Tennis Center Stadium along with any associated addenda and attachments

Diagram #1 – Diagram of Bleacher Unit

Diagram #2 – Storage Unit

Document #1 – Spare Parts List

Document #2 – Warranty

Addendum #1 – Notes to BAFO

Addendum #2 – Pictures of Demo - Preliminary View of System

Addendum #3 – Updated Pricing

Appendix B Payment Schedule

Appendix C County's ITB No. 1677-PR and any associated addenda and attachments

Appendix D Disability Nondiscrimination Affidavit

**Appendix A – Best and Final Offer (BAFO) for
Temporary Seating at Crandon Tennis Center Stadium**
along with any associated addenda and attachments

Best and Final Offer (BAFO) for Temporary Seating at Crandon Tennis Center Stadium

1. The system will consist of eight (8) units.
 - a. Two (2) sets of four (4) identical units.
 - b. A detailed description and diagram is provided as an appendix to this BAFO.
 Proposer's Acknowledgement: OK Diagram #1
2. Each unit will contain approximately 712 seats (a total of approximately 5,700 for all 8 units).
Proposer's Acknowledgement: OK
3. Each unit will have an elevated front row to accommodate advertising banners, an unobstructed cross aisle (in front of the unit), and appropriate sight lines.
 - a. Front row will allow unobstructed view while accommodating at least a 4' tall advertising banner.
 Proposer's Acknowledgement: OK
4. All understructure components to be fabricated from galvanized steel, deck units and risers shall be aluminum alloy.
Proposer's Acknowledgement: OK
5. Units must be easy to assemble and disassemble.
Proposer's Acknowledgement: OK
6. Structures, comprised of galvanized steel members, shall lock together with positive-lock quick-connect type connection.
Proposer's Acknowledgement: OK
7. Seating platform must be adaptable to varying degrees of site or ground conditions; a mechanical leveling system must be integral to the system to assure levelness.
Proposer's Acknowledgement: OK
8. Disassembled units must neatly store in appropriate storage units on the top dock of the stadium.
 - a. Crates are to be constructed of galvanized steel.
 - b. Crates are not to exceed 4' high.
 - c. A detailed description and diagram is provided as an appendix to this BAFO.
 Proposer's Acknowledgement: OK Diagram #2
9. Provide an equivalent of 2% of the total components, in spare parts including fastening devices.
 - a. A detailed parts list is provided as an appendix to this BAFO.
 Proposer's Acknowledgement: OK Document #1
10. Cantilevered seating on the back of the units will be allowed but cannot exceed six (6) feet or two rows past the main structure.
Proposer's Acknowledgement: OK
11. All seating sections (with the exception below) will be molded contoured Bench Seat Units with contoured backs. Seat finishes are to be as required within the ITB #1677-PR.

- a. The first four (4) rows will be chair backs.
 b. These chair backs will be one grade above the standard green, 3-to-a-row display exhibited at the site visit.

Proposer's Acknowledgement: Ch

See Addendum #1 to BAFO

12. Aisles and pathways must be lighted; no back lighting of the units will be required.

Proposer's Acknowledgement: Ch

13. Include side balustrades and safety rails as required within Section 3.14 of the ITB #1677-PR.

Proposer's Acknowledgement: Ch

14. Provide wind screening to hide the entire understructure of the units.

Proposer's Acknowledgement: Ch

15. Provide all permits, products approval and other data necessary to comply with the Florida Building Code and all other applicable codes and regulations. Plans (and other submittals, per Technical Specs) will be examined by the Parks Department before Contractor's submittal for permitting.

Proposer's Acknowledgement: Ch

16. Included in the price is a One up, One down completion inspection (this could be required of all 8 units depending on the Inspector's requirements); plus, the first full assembly 60 days before the 2008 tennis tournament and the takedown and storage after that same event. The units will be stored on the deck of the stadium in the same location that they are to be erected.

Proposer's Acknowledgement: Ch

See Addendum #1 to BAFO

17. No supervision of assembly / disassembly will be required during the warranty period. The warranty period remains the same as stated in the ITB #1677-PR.

- a. Provide a copy of the actual warranty that will cover the bleacher system for a five (5) year period as an appendix to this BAFO.

Proposer's Acknowledgement: Ch

Document #2

18. Delivery, installation, and all inspection approvals of the units must be within 180 - days after the issuing of a County purchase order.

Proposer's Acknowledgement: Ch

19. All prices quoted shall be F.O.B. Destination. Freight shall be included in the price below.

Proposer's Acknowledgement: Ch

20. Comply with Section 2.21 of the ITB #1677-PR, County User Access Program. This section explains a program that the County maintains by deducting 2% off of each invoice payment to the vendor. The County retains this 2% and considers all invoices paid in full. Refer to Section 2.21 for full details.

Proposer's Acknowledgement: Ch

21. The County's Inspector General Fee (Section 1.25 of the original ITB #1677-PR) will also be a part of the final contract.

Proposer's Acknowledgement: Ch

22. This is a tax exempt purchase, all products and services purchased by the County are tax exempt. A copy of the County's Tax Exempt Certificate will be supplied upon award of the contract.

Proposer's Acknowledgement: Ch

23. All insurance requirements remain the same as specified on the ITB #1677-PR.
Proposer's Acknowledgement: OK
24. The Performance and Payment Bonds mentioned within Section 2.13 of the ITB #1677-PR will remain the same for this contract.
Proposer's Acknowledgement: OK
25. All other information remains the same as requested within the ITB #1677-PR.
Proposer's Acknowledgement: OK

Acknowledge and comply with all items above by initials at each numbered item above.

All inclusive price for bleacher system per specifications above:

\$ 1,695,000

Optional price:

The County would like to request, as an option for consideration, an alternate price of the entire system above if one item is substituted for the specifications mentioned above. Please provide a price for the entire bleacher system if an all aluminum understructure is substituted for the galvanized understructure as requested above.

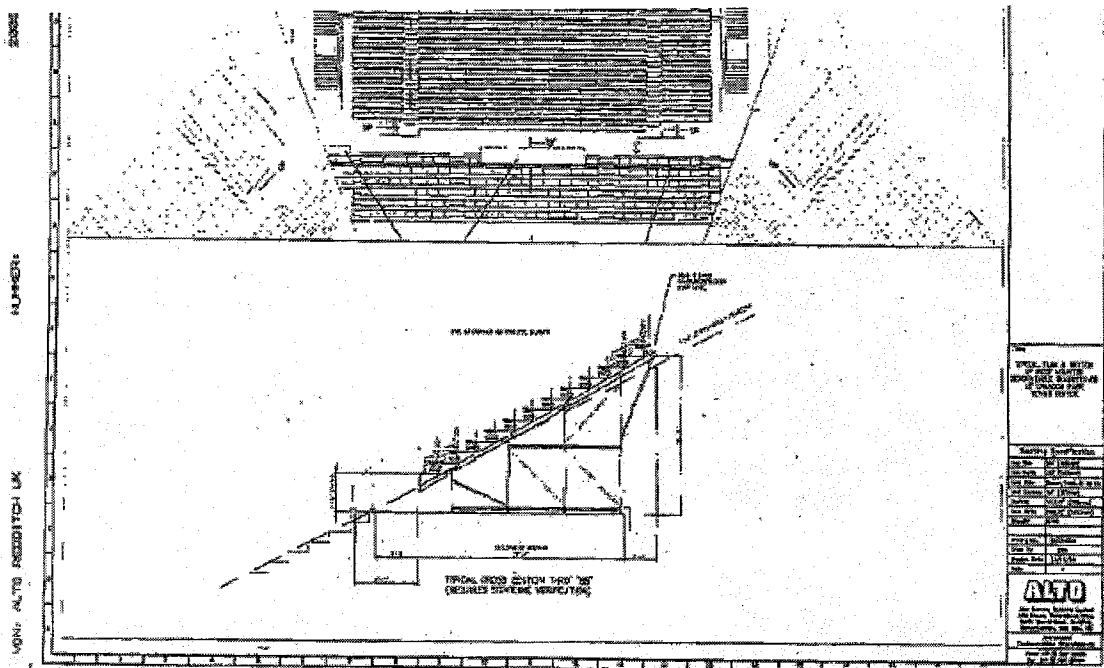
All inclusive price for bleacher system (with aluminum understructure):

\$ 1,715,000

Addendum #3 to BAFO

Charles Mansell 25th Feb 2005
Proposer's Signature Date

CHARLES MANSSELL ALTO SEATING SYSTEMS
Print Name Company Name

Diagram #1 – Diagram of Bleacher Unit**All eight units will be identical.**

[illegible]

Document #1 – Spare Parts List

CRANDON PARK SPARES

Part No.	Component Description	Qty
ASS1000	2.4 MTR FRAME	8
ASS1002	1.2 MTR FRAME	4
ASS1108	3 DECK BEAM	12
ASS1110	FRONT STARTER BEAM	1
ASS1111	DOUBLE REAR EXTN BEAM	4
ASS1118	EXTRA LONG FRONT STARTER	3
ASS1201	2.285 MTR TIE -- GREY	19
ASS1204	1.400 MTR TIE -- RED	11
ASS1300	2.4 MTR BRACE X 3.048 -- YELLOW	15
ASS1302	1.2 MTR BRACE X 3.048 -- ORANGE	4
ASS1312	2.4 MTR BRACE X 1.400 -- RED/YELLOW	5
ASS1400	BASE JACK	17
ASS1402	BASE JACK ADAPTOR	17
ASS1506	DECK UNIT ALUMINIUM	43
ASS1510	REAR INFIL DECK ALUMINIUM	4
ASS1511	STEP UNIT ALUMINIUM	4
ASS1600	FRONT POST	4
ASS1601	SIDE POST	4
ASS1603	300MM RISE REAR POST	4
ASS1610	FRONT EXT CNR POST L/HAND	1
ASS1611	FRONT EXT CNR POST R/HAND	1
ASS1700	FRONT / REAR BALUSTRADE PANEL	7
ASS1703	HALF SIDE BALUSTRADE PANEL	4
ASS1706	REAR CNR BALUSTRADE PANEL	1
ASS1800	TRIPLE SEAT UNIT	12
ASS1805	9 SEAT BENCH UNIT	13
ASS1806	3 SEAT BENCH UNIT	1
ASS1900	QUICK RELEASE PIN	48
ASS1901	M24 X 100 BOLT & NUT	15
ASS1902	FRAME CONNECTORS	9
ASS2520	3 STEP RAILS L/H	1
ASS2521	3 STEP RAILS R/H	1
ASS2545	4" TIE (PURPLE)	1
ASS2546	4" x 0.6 BRACE (PURPLE/WHITE)	1
ASS2006	3 DECK AISLE HANDRAIL	1
ASS2007	2 DECK AISLE HANDRAIL	1
ASS2020	AISLE HANDRAIL FIXING BRACKET	3

Document #2 – Warranty

VON: ALTO REDDITCH UK

NUMBER:

2005/02/25 15:42 501

ALTO**Alto Seating Systems LLC.**

Registered Office: 4764 E. Fulton, Suite 204, ADA, MI, 49301.

Tel: (616) 575 5655 Fax: (616) 573 5619 Email sales@alto-seating.co.uk Website www.alto-seating.co.uk

Date: 25th February 2005

Our Ref: 250/cm/warranty.doc

Crandon Park Tennis Centre Seating Warranty.

We "Alto Seating Systems Limited" as the manufacturing company of the Alto Aluminium Demountable Seating System, confirm that all products supplied against a contract for the above will carry a warranty for a period of 5 years from the date of acceptance by the County of the delivered materials.

This warranty will cover the product and/or services against faulty labour and/or defective materials and will remain in force for the full 5 year period.

As standard we agree to either replace or repair parts, which are proven to our satisfaction to be defective with the exception of fair wear and tear or damage through misuse or improper erection, dismantling or storage.

For & behalf of
Alto Seating Systems LLC and Alto Seating Systems Limited


C. Mansel
Director.

Addendum #1 to BAFO – Notes to BAFO



Alto Seating Systems LLC.

Registered Office: 4764 B. Fulton, Suite 204, ADA, MI, 49301.

Tel: (616) 575 5655 Fax (616) 575 5619 Email sales@alto-seating.co.uk Website www.alto-seating.co.ukNotes to our BAFO.Understructure.

Given our recent discussions regarding the understructure of the seating systems being offered and our firm belief that all parties concerned would prefer the premium aluminium option, we entered into further discussions with our material provider, namely Norsk Hydro Aluminium. This has resulted in an agreement from them to offer us a rebate against our purchases for this contract and this has allowed us to offer the County a reduction in cost for this option.

We have also taken on board some manufacturing savings that we can control over straight purchase of steel scaffolding.

As you are aware, the cost addition for substituting our proprietary all aluminium product for the lower spec. steel scaffold product for was put forward to you at a value in the region of \$60,000. Our agreement and calculations have resulted in allowing us to offer this option to the County for the sum of \$10,000, a clear and positive reduction of \$50,000.

Tin Up Seating.

Furthermore, we would confirm that we will offer to provide the self rising stadium chair that you have the sample of, in the first four rows of each stand which will total approximately 1800 seats at no additional cost, a saving in real terms of approximately \$13,000.

Both of these effective savings are put forward as a "good faith" negotiation aimed at bringing positive closure to this bid solicitation and securing a contract.

We must also draw your attention to a fact that we have become aware of in such that the plastic tip up seating being offered to you by Slick Seating is being promoted without the consent of the licence holder of those products and therefore in the event of that company selling those products to you it may become a fact that either or both of you could become involved in legal claims of infringement of licence, copyright and patent laws.

Installation.

Our offer includes for the erection and dismantling of 1 stand for the inspection and storage of all 8 afterwards together with the tournament install and dismantle and store. In the event that there is a requirement to erect a number greater than this there will be an additional amount of \$7,000 to be applied for each additional stand up and down.

It is our belief that it will not be necessary for all 8 to be installed and we would take all necessary steps to try to encourage this not occurring in order to save the County from some potentially unnecessary costs.

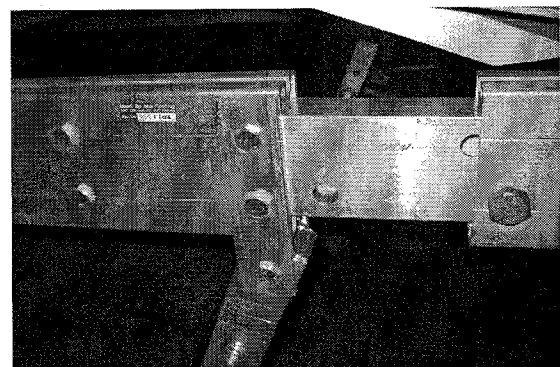
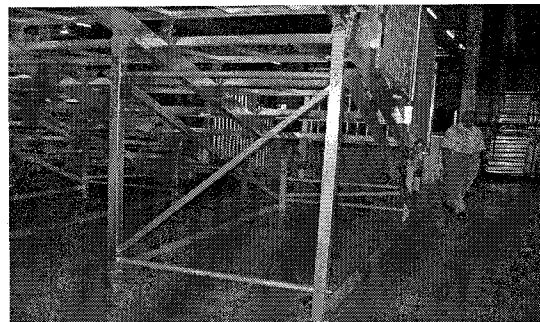
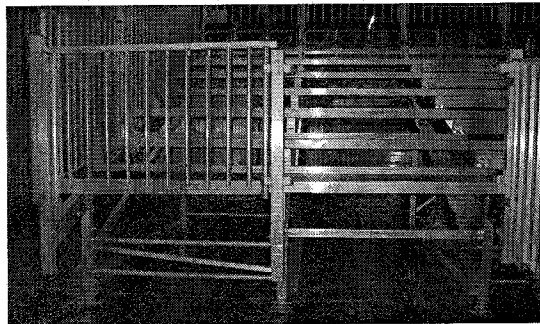
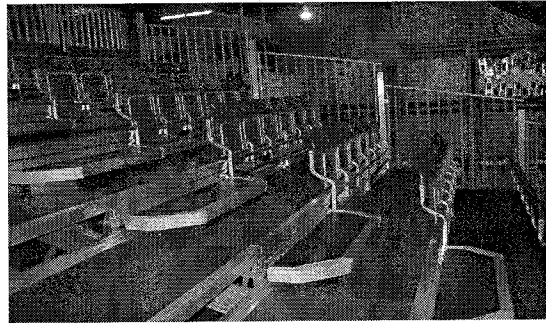
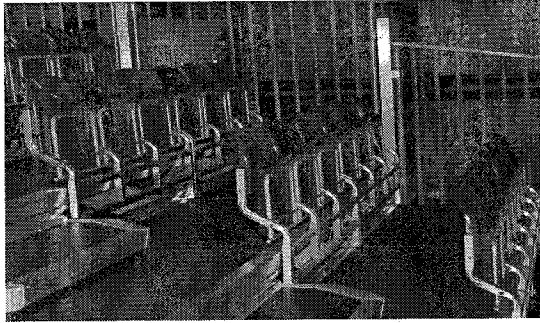
For & behalf of

Alto Seating Systems LLC and Alto Seating Systems Limited


C. Mansell
Director.

All correspondence to: Alto House, Ravensbank Drive, North Moors Mount, Redditch, Worcs. B98 2NA, England.
Tel: +44 1527 596644 Fax +44 1527 597444

Addendum #2 to BAFO – Pictures of Demo - Preliminary View of System



Addendum #3 to BAFO – Updated Pricing

Page 1 of 1

Taylor, Henry (DPM)

From: Chris Mansell [cwmanzell@hotmail.com]
Sent: Wednesday, June 08, 2005 4:16 PM
To: Taylor, Henry (DPM)
Cc: Clerk of the Board (COC); Treon, Steve; Michelle Hartman
Subject: Price Confirmation
Importance: High

Henry,

Per your request we confirm that today's negotiations with our representatives and yourselves have resulted in us agreeing to amend our pricing offer for the supply of approximately 5,700 seats per our BAFO dated 25th February 2005 to \$1,600,000. (1.6 million US dollars).

This price will include for the provision of our all aluminium understructure system and tip up stadium chairs for all seat positions, per the sample seen at our demonstration in Orlando and all other items covered by the BAFO specification.

Per the discussion regarding installation, we confirm that this pricing includes for the erection of all 8 units once only, prior to the 2006 tournament and all 8 units dismantled after the tournament and stored on the roof in the storage carts supplied by us under the terms of the contract.

Should you have any queries with any of the above, please do not hesitate to contact us.

Thanks and Regards,

Chris Mansell

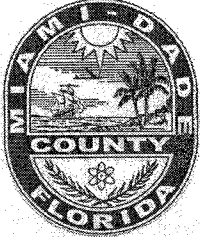
Chris Mansell
Alto Seating Systems Ltd.
Phone: +44 1527 586544
Fax: +44 1527 597444
Mob: +44 7808 940752
www.alto-seating.co.uk

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If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including any attachments).

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Appendix B – Payment Schedule

**Appendix C – County’s ITB No. 1677-PR and any
associated addenda and attachments**



MIAMI-DADE COUNTY, FLORIDA

BID NO.: 1677-PR

**OPENING: 2:00 P.M.
WEDNESDAY
November 5, 2003**

INVITATION

TO BID

TITLE

FURNISH, DELIVER AND/OR INSTALL TEMPORARY SEATING
AT THE CRANDON TENNIS CENTER STADIUM
FOR MIAMI DADE PARKS DEPARTMENT

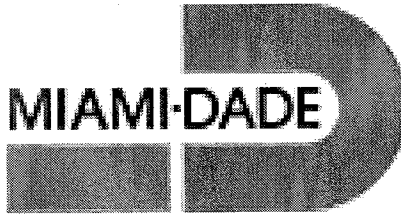
THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	SEE SECTION 2.0, PARA 2.12 & 2.13
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:	SEE SECTION 2.0, PARA 2.14
EQUIPMENT LIST:.....	N/A
INDEMNIFICATION/INSURANCE:	SEE SECTION 2.0, PARA 2.11
LIVING WAGE	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2.0, PARA 2.3
RACE-CONSCIOUSNESS MEASURE:	N/A
SAMPLES/INFORMATION SHEETS:.....	SEE SECTION 2.0, PARA 2.9 & 2.26 SECTION 3.0, PARA 3.5 & 3.9
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
SURCHARGE FEE:.....	N/A
WRITTEN WARRANTY:	SEE SECTION 2.0, PARA 2.19

FOR INFORMATION CONTACT:
Carlos Scull @ 305-375-1075

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION

FAILURE TO SIGN PAGE 31 OF SECTION 4.0, BID PROPOSAL FORM WILL RENDER YOUR BID
NON-RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 1677-PR

Title: Temporary Seating for Crandon Tennis Center Stadium

Procurement Agent: Carlos R. Scull

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid proposal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID PROPOSAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 1 GENERAL TERMS AND CONDITION

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Information Center at 111 N.W. 1st Street, Suite 112, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1st Avenue, 28th Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is

responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Information Center, located in the lobby of the Stephen P. Clarke Center at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. *Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.*
15. *Family Leave - Pursuant to Section 11A-30 of the County Code.*
16. *Living Wage – Pursuant to Section 2-8.9 of the County Code.*
17. *Domestic Leave – Pursuant to Section 11A-60 of the County Code.*
18. *Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.*

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

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the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. *The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.*
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. *It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.*
2. *This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.*
3. *It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.*

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the

firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate

Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the successful Bidder(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Bidder(s).

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard

warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this Bid Solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described at Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

"Local Preference may be accorded to bidders (proposers) responding to this solicitation who qualify as a local business in accordance with Section 2-8.5 of the Miami-Dade County Code and Resolution No. R-514-02."

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount Filing Fee</u>	
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within

two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D. For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25 ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

SECTION 2.0 SPECIAL CONDITIONS

TEMPORARY SEATING AT CRANDON PARK TENNIS CENTER STADIUM

2.1 PURPOSE: TO FURNISH AND INSTALL ITEMS

The purpose of this Invitation To Bid is to secure Bid Proposals to furnish and/or install Temporary Seating at the Crandon Tennis Center Stadium as listed and specified herein and in the Bid Proposal Form.

2.2 INTENTIONALLY OMITTED

2.3 PRE-BID CONFERENCE (RECOMMENDED)

A pre-bid conference will be held on Wednesday, October 22, 2003 at 10:30 am, at Crandon Tennis Center Clubhouse located at 7300 Crandon Boulevard, Miami, Florida, phone: 305-365-2300 to discuss proposed specifications. It is recommended that a representative of the firm attend in order to become familiar with the bid specifications.

Bidders are requested to bring this Invitation To Bid package to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: UPON COMPLETION

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.5 INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: TO LOW BIDDER IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible bidder who bids on all items (1,2, & 3) exclusive of options and whose bid offers the lowest price when all items are added in the aggregate. If bidder fails to bid on all items its bid shall be declared non-responsive. The County will award the total contract to a single bidder.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of the contract.

2.8 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its proposal it is advisable that the bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the drawings and specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation, view the drawings and for any additional

information required regarding the specifications and requirements of this bid contact Frank Faragalli at 305-755-7903 for appointment.

2.9 EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF INFORMATION SHEETS AND SAMPLES UNLESS OTHERWISE INDICATED

Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material unless otherwise indicated on the Bid Proposal Form.

If an equal product can be considered by the County in accordance with the Bid Proposal Form, the unit shall be equal in quality, standards of performance, design, etc. to the item specified. Where an equal is bid, the Bid Proposal must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.). Failure to meet this requirement may result in your bid being rejected. The County shall be sole judge of equality and its decision shall be final in its best interest.

2.10 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS

Although the actual cost cannot be readily quantifiable, failure to complete the project in accordance with the specifications and to the satisfaction of the County within the time stated in the Notice To Proceed, the bidder shall be subject to lump sum charges for liquidated damages in the amount of \$110,000.00 as stated hereinafter. Daily costs are not going to be assessed.

The temporary seats need to be ready prior to the beginning of the 2006 tennis tournament. To accomplish this, a "drop dead" date of November 15, 2005 is hereby established, at which time all parts should have been manufactured and one of the eight sections constructed in place, accepted and disassembled. If this goal is not met, the County will select to use the old system. If this happens there will be considerable time and effort in the re-selling of tickets and the marketing and PR that will be needed. This is approximately \$100,000.00. The other damage will occur if the bidder does not provide the final seating manifest to the County by July 31, 2005, or changes are made after submittal. For every change that requires modifications to the ticketing manifest, it will cost the County approximately \$10,000 to change the computer charts and contact the people affected.

As compensation due the County for loss of use and for additional costs incurred by the County due to such non-completion of the work, the County shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

2.11 INDEMNIFICATION AND INSURANCE - (10) - SERVICE REQUIRING PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to Bid Section, Miami Dade County, c/o Procurement Management Department, 111 N.W. 1 Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of

Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability - this policy shall be endorsed to include products & completed operations liability insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Owner's Protective Liability Insurance – issued in the name of Miami-Dade County as sole insured, in amounts as indicated in (B) above. This policy must be endorsed to indicate that any premium, whether deposit or final shall be the sole obligation of the vendor.
- E. Complete Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the contract amounts. The policy shall be in the name of the Vendor and Miami-Dade County as their interests may appear. This insurance is to be maintained until substantial completion of the work, as determined by the Park and Recreation Department.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor in the performance of this contract.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate

is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of County Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.0, para. 1.25 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement charges from the Bidder in conjunction with Section 1.20, of the General Terms and Conditions.

2.12 BID GUARANTY BASED ON PERCENTAGE OF BID PRICE

All bids shall be accompanied by a bid guaranty in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of 5% of base bid price, payable to the Board of County Commissioners of Miami Dade County, Florida and conditioned upon the successful bidder submitting the specified performance bond within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any bid proposal, which is not accompanied by a bid guaranty, shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the bid will be forfeited as liquidated damages because of such failure or default, and the County shall not accept any proposal from the Bidder for a twelve (12) month period following such default. All bidders shall be entitled to the return of their Bid Bond within ten (10) calendar days after execution of a contract between a successful bidder and Miami Dade County.

The following specifications shall apply if a Bid Bond is provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Metro Dade County during the life of this contract and as long as the funds are being held by Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.13 PERFORMANCE BOND BASED ON PERCENTAGE OF BID PRICE

The bidder to whom a contingent award is made shall duly execute and deliver to the County a separate Performance and Payment Bond in an amount that represents **100%** of the Bid price offered by the Bidder. The Performance and Payment Bond Forms supplied by the County shall be the only acceptable form. The completed forms shall be delivered to the County within fifteen (15) calendar days after award. If the bidder fails to deliver the Payment and Performance Bonds within this specified time, including granted extensions, the County shall declare the bidder in default of the contractual terms and conditions and the bidder shall surrender its Bid Bond, and the County shall not accept any proposal from the Bidder for a twelve (12) month period following such default.

The following specifications shall apply to the bond required above:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami Dade County during the life of this contract and as long as the funds are being held by Miami Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.14 CERTIFICATE OF COMPETENCY

In accordance with the Code of Miami Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture who shall install any portion of this project which requires a permit shall, hold a valid Certificate of Competency for General Contractor, Building Contract or Sub-Building Contractor with structural within their licenses work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this Bid Solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s), will be required.

2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The County shall provide partial payments for work completed by the successful bidder during various phases of the work assignment. The bidder shall provide a fully documented invoice, which indicates the appropriate purchase order number, the service location(s) and the time and materials provided to the County using department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at Crandon Tennis Center, by the Parks Department.

2.17 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Bidder shall state in its proposal the number of calendar days from the date of the Notice To Proceed in which it will guarantee to complete the manufacturing of all material need for project and the number of days to do the installations of the seating. A verbal instruction from an authorized County representative shall constitute sufficient notice to the vendor to commence work. The completion date shall not exceed three hundred (300) calendar days after date of Notice to Proceed.

All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful bidder(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original completion date so that a revised completion date can be negotiated/arranged.

Should the bidder(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its proposal, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the bidder and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the bidder for work, which was completed and found acceptable to the County in accordance with the bid specifications. In addition, the County may, at its option, request payment from the bidder, through an invoice or credit memo, for any additional costs over and beyond the original bid price, which were incurred by the County as a result of having to secure the services of another vendor. If the bidder fails to honor this invoice or credit memo, the County may suspend the bidder from submitting bid proposals on County contracts for a minimum period of six (6) months.

2.18 INTENTIONALLY OMITTED

2.19 WARRANTY SHALL BE FIVE (5) YEARS FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS

For any additional information regarding the specifications and requirements of this contract, contact: Carlos R. Scull, Sr. Procurement Agent at (305) 375-1075 or Frank Faragalli at (305) 755-7903 for technical information.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 INTENTIONALLY OMITTED

2.23 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for it. The bidder shall provide barricades when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.24 CLEAN-UP

All unusable materials and debris shall be removed from the premises. At completion, the successful bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department Project Manager.

2.25 COMPLIANCE WITH FEDERAL STANDARDS

- A. All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
- B. All designs, materials, products and construction will comply with Miami-Dade County's obligations under Title II of the ADA (Americans with Disabilities Act).
- C. Miami-Dade County will provide the successful bidder with design plans, diagrams and information indicating locations and dimensional requirements for required rooftop wheelchair seating clusters. County provided plans will be used by County staff to obtain a waiver of vertical access requirements of the Florida Accessibility Code. Bleacher design must conform to the plans. The successful bidder will work with County staff, providing information, materials and assistance as needed to obtain a waiver of the vertical access requirements of the Florida Accessibility Code.

2.26 FURNISH AND INSTALL REQUIREMENTS

- A. These specifications describe the various functions and classes of work required as necessary for the completion of the project. Any technical omissions of functions or classes within the sections of these specifications shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.
- B. Installer Qualifications:
All Bidders are required to submit with their Bid Proposal, the name(s) of their intended installer. Such information shall contain the installer(s) qualification and certification as specified in section 2.0, paragraph 2.14. However, the bidder may be given the opportunity to submit this information to the County during the bid evaluation period. At such time the bidder shall be given fifteen (15) days to submit the information. Failure to meet this requirement may result in your bid being rejected.

2.27 LICENSES, PERMITS AND FEES

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

2.28 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or (2) require the Bidder to replace the materials at the Bidder's expense.

2.29 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered and back-order quantities and estimated delivery of back-orders if applicable.

2.30 REPAIRS AND PARTS MANUALS TO BE PROVIDED

The successful Bidder shall supply the County with a minimum of three (3) copies comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as the County receives these manuals.

SECTION 3.0 TECHNICAL SPECIFICATIONS**TEMPORARY SEATING AT CRANDON PARK TENNIS CENTER
STADIUM****3.1 BACKGROUND**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Park and Recreation Department, is seeking bids, from qualified and interested parties to furnish and install movable temporary grandstand stadium seating for the stadium upper deck area at the Crandon Tennis Center ("Center"), on Key Biscayne, FL. The Center is subject to certain restrictions that prohibit the installation of permanent seating over what is currently in place. Currently the County installs temporary movable seating for the NASDAQ-100 Tennis Championship tournament and then removes this seating at the completion of each tournament.

3.2 SCOPE OF WORK

- A. Provide and install engineered, pre-manufactured, movable, and temporary stadium seating, anchor and support system for upper deck area comprised of "closed deck" multiple tiered seating rows of fully welded aluminum or galvanized steel plate deck, or close constructed extruded aluminum planks, supportive understructure, and movable and fixed systems designed to accept bench with back and stadium seats. Provide all permits, product approval and engineering data necessary to comply with the Florida Building Code, and all other applicable codes.
- B. Limit construction overhang not to exceed 6 feet.
- C. Temporary stadium seating includes eight (8) similar seating units or sections with bench seat units with molded back and optional stadium type chairs. Units shall be movable and capable of being stored in place after completion of each event, with a maximum storage height of four (4) feet above existing deck. Design systems for minimum time and expense for clean up and operation.
- D. Current temporary seating capacity is 6,500 bench-seats. The intent of this proposal is to keep the total number of seats as close to 6,000 seats (benches with backs) as possible, within the specifications. At the County's discretion, the bidder could be asked to adjust the seating count, to accommodate up to 1,000 units or up to 4 rows of stadium type chairs, for which bidder must provide unit prices.
- E. Furnish movable seating systems complete with end, rear, center aisle handrails, and stairs, allowing front access and intermediate aisle steps.
- F. Provide means to attach windscreen on back of seating units in the raised position.
- G. Store four existing lighting units by attaching them to the platform assembly in the stored position.
- H. If there is an overhang, provide a removable rail system around the existing upper deck area.
- I. Provide attachment and power for site lighting units attached to back of platform.
- J. Provide aisle lighting for each aisle way.

K. Install systems, complete and operational, 60 days before NASDAQ-100 Tennis Championship, March 2005.

L. Design systems not to interfere with design egress, sight lines, and circulation of existing system.

3.3 NAMED BRANDS/MANUFACTURERS (SEE SECTION 3.0, PARA 3.12)

To assure high and satisfactory quality, design, color, and operation of products, reference has been made in this Scope of Services to brand names and certain specifications as to durability or ability of product. It is not intended to limit competition, and items of brands that are equal will be given full consideration, as will specifications as to durability or ability of product. However, any changes must be equal to or better. It is the responsibility of the Bidder to submit at time of bid submission, all necessary information to prove equal to or better.

3.4 EXISTING DOCUMENTS

Existing County documents will be available for review at the Pre-bid Conference. Bidders may contact Frank Faragalli at 305-755-7903 to review these documents.

3.5 SUBMITTALS AFTER AWARD

The awarded bidder shall submit:

- A. Within fourteen days of Notice to Proceed, a "Construction Progress Schedule" and Schedule of Values" as follows:
 - 1. Construction Progress Schedule: Submit horizontal bar chart with separate bar for each major trade or operation. Identify the first workday of each week
 - 2. Submit revised schedules with each application for payment. Revised schedules must reflect all changes since previous submittal. Failure to submit updated schedules will be cause for withholding payment.
 - 3. Schedule of Values: The schedule of values shall indicate a complete breakdown of labor and material of all categories of work on the project and shall include such items as building permits, mobilization, contract administration, supervision, etc.
- B. Descriptive data, construction and shop drawings, manufacturer's design, detailed specifications, and samples, as specified herein;
- C. Shop drawings for seating, indicating floor plan, unit spacing and arrangement, exact unit dimensions, materials, construction, finish, fittings, method of installation, field dimensions and conditions, and provision for the work of other trades.
 - 1. The design engineering for the system must be certified, and submitted for verification by the County, that the existing structure is acceptable for the seating system designed.
- D. Seating Plan - Developed from Contract Drawings (available at the Miami Dade County Parks Department), indicating seating arrangement, and spacing.
- E. Full Seating Plan - Provide full seating drawing for box office personnel use with row and seat numbers covering the scope of this project. Full seating manifest must be provided by May 1, 2004.
- F. Samples Submitted by the Successful bidder may be incorporated in the Work. All other samples returned to the manufacturer.
- G. Product Certificates - Signed by manufacturers of stadium seating certifying that their products comply

with quality performance and specified requirements. Submit Miami-Dade County Product approval Certificate, if required.

- H. Any changes of installer, during execution, must be first approved by the County and as such, will require submittal of information demonstrating installer's capabilities and experience, as required for bid.

3.6 STORAGE, DELIVERY, AND INSTALLATION

Delivery, storage of any materials and installation shall be in accordance with the measures proposed by selected Bidder and approved by the County.

It is anticipated that:

- A. Manufacturer shall have the option to fabricate all required seating at one time and store them in its storage facility, delivering units in accordance with the schedule; or fabricate and deliver units in phase with the Delivery Schedule.
- B. Delivery and installation of all seating shall be in accordance with County's Operation, Scheduling, and Completion Plan.

Note: Certain storage is available on County site, except interference with County's operations will not be permitted. Protection and security of selected Proposer's materials/product is responsibility of the selected Bidder.

3.7 QUALITY ASSURANCE

- A. Installer Qualifications: Installer must be manufacturer-approved. Bidder must provide a letter from the manufacturer stating they are approved and experienced installers who regularly install and service stadium seating similar in kind and quality, to that indicated for this project.
- B. Single-Source Responsibility: Obtain each type of stadium seating from a single manufacturer, including accessories, mounting and other installation components.
- C. Seating Layout: Design and install seating to conform with project requirements in manner that produces seating layout with standards spaced laterally in each row so that end standards are in alignment from first to last row, regardless of whether aisles converge or are of constant width.
- D. Field-Constructed Mock-Up: Prior to installation of seating, the apparent low bidder shall erect a mock-up consisting of stadium chairs and bench units with back seats, support, and operation system, representing extremes of system provided; include at least one aisle unit. Build mock-up to comply with the following requirements:
1. The mock up needs to have at least three seats across and 3 rows to be able to judge spacing, appearance, visibility, structural soundness, etc.
 2. Locate mock-ups in location and of size indicated on site, or if not indicated, as directed by the County.
 3. Obtain County's acceptance of mock-ups before beginning production of seating for project.
 4. Retain and maintain mock-ups during construction in undisturbed condition as a standard for judging completed seating.
 5. After Substantial Completion, mock-up seating may become part of project.

3.8 DELIVERY, STORAGE, AND HANDLING

The awarded Bidder shall be responsible for all phases of delivery, storage and handling. It is anticipated that the awarded Bidder shall:

- A. Deliver seating in manufacturer's unopened cartons, clearly labeled with manufacturer's name and contents.
- B. Store seating in a dry location protected from damage and soiling under environmental conditions acceptable to the manufacturer.
- C. Handle seating in a manner to prevent damage.

3.9 PROJECT CONDITIONS

The awarded Bidder shall be responsible for all general project conditions within their control. The installation shall be performed in accordance with the plans and schedule as presented by the awarded Bidder and as approved by the County. This shall include installing seating in accordance with County's Operation and Event Schedule.

3.10 SPARE PARTS FOR OPERABLE UNITS

It is the County's intent to have spare parts available in case of any future need. The selected Bidder shall be responsible for providing the spare parts as suggested by the manufacturer and as approved by the Miami Dade County.

The awarded Bidder shall:

- A. Furnish and deliver spare parts to the County, matching products installed, packaged with protective covering for storage, and identified with labels clearly describing contents. There needs to be spare parts for the system as well as the seats themselves.
- B. Provide spare parts kit in the form of complete chair size and row lengths, to be the same ratio as stadium, including all assembly hardware, at two (2) percent of total. (estimated 130 seats, with all hardware to install).

3.11 GENERAL

- A. Stadium Seating - Typically 19"-20" wide, riser or floor mounted, fixed or fold down chair units or system attached to support structure, with plastic seats and backs, metal end and center standards, complete with all required mounting devices, shims, leveler plates, attachment plates, pivot brackets, lock and hinge mechanisms and anchors and fasteners, as required for the complete installation.
- B. Metal Standards - Provide gray iron castings or die-cast aluminum standards, all exposed metal parts treated with a 3-part corrosion-resistant process consisting of bonderization electro-deposition epoxy paint, and cross-linked thermosetting polyester resin powder decorative topcoat. Prior to coating, metal parts treated with a 9-stage bonderization process for superior finish adhesion, and after electro-deposition epoxy paint coating, oven baked to provide the initial corrosion protection. Apply the final, decorative powder coat finish by electrostatic means to a thickness of 2-3 mils, and provide a durable coating with a 1H-2H-pencil hardness. Oven bake the final, UV light-inhibited powder coating to cause proper flow of the powder resulting in a smooth durable finish. (Use manufacturer's standard color range).
- C. Seats and Backs - High-density pigmented linear polyethylene, minimum 1/8" wall thickness, injection molded or blow molded, and treated with anti-static compounds, in color as selected and designed for a life expectancy of not less than 10 years. Concern for the environment requires that molded plastic parts be designed to be recyclable, and clearly designated with a "RECYCLE" symbol on each piece:

(Burn Rate - Rate of 1" per minute testing in accordance with ASTM D635 or Department of Transportation Motor Vehicle Safety Standard No. 302.) Hereby incorporated by reference.

3.12 BENCH SEATS WITH BACKS

- A. Provide bench seat with back as manufactured by Outdoor Aluminum, Inc., P.O. Box 118, Geneva, Alabama 36340, (800) 225-4249, Dant Clayton Corporation, Louisville, Kentucky, (800) 626-2177, or other manufacturers providing an equal, meeting all specifications, and subject to approval by Miami Dade County.
- B. Seat Boards shall be contoured extruded aluminum with a fluted non-skid surface, alloy 6063-T6, with anodized and color dyed finished: AA-M12 C22 A41/A43; or electrolytic ally color anodized and color

died finish: AA-M12 C22 A44/A43. Produce finish using the Sandalor process in accordance with the recommended specifications and practices supplied by Interoyd and Sandoz Chemicals Corporation. Color shall be Sandalor Color Designation C63-4 or powder coat to match existing green seats. Provide plank 2" by 12" nominal with a wall thickness of .078" (+/- .006" industry tolerance) at the smooth surface. Provide finish size 1-3/4" by 11-1/2". Construct seat supports of aluminum brackets of sufficient height to allow 17" between seat and its respective footrest.

- C. Back Rest: - Contoured back fabricated from extruded aluminum alloy 6063-T6, with a standard wall thickness of .078". Clear anodized and color dyed finished: AA-M12 C22 A41/A43; or electrolytic ally color anodized and color dyed finish: AA-M12 C22 A44/A43. Produce finish using Sandalor process in accordance with the recommended specifications and practices supplied by Interoyd and Sandoz Chemicals Corporation. Color shall be Sandalor Color Designation C63-4 or powder coat color as selected by Miami Dade County.
- D. Back Rest Supports - Aluminum channel, alloy 6063-T6, formed to allow attachment to underneath side of seat plank with concealed fasteners and fastened to back rest with stainless steel hardware and acorn nuts. Spacing of backrest supports shall be a maximum of 4'-6" on center.

3.13 PERFORMANCE REQUIREMENTS

- A. Platform System – shall be designed to support and resist in addition to its own weight and wind load requirements set for hurricane force winds and Miami-Dade County and Florida Building Code, the following minimum forces:
 - 1. 100 lbs. per square foot of live load to structural members.
 - 2. Super-imposed load of 120 lbs. per foot for seat and 160 lbs. per footboards.
 - 3. Side sway load of 24 lbs. per linear foot of row.
 - 4. Front to rear sway load of 10 lbs. per linear foot of row.
 - 5. All elements of structure stadium system designed with maximum live load deflection of L/360.
- B. Railings, Posts, and Sockets: Shall be designed to withstand the following minimum horizontal forces applied separately:
 - 1. 50 lbs. per foot acting outward at top rail.
 - 2. 25 lbs. per foot acting outward at mid rail.
- C. American Institute of Steel Construction (AISC), American Iron and Steel Institute (AISI), and Aluminum Association (AA) design criteria basis for calculation of member sizes and connections.
- D. Stadium Seating - Meet or exceed the following performance requirements:
 - 1. Vertical Drop Impact Test - Perform on four assembled riser mounted chairs, consisting of aisle standards at each end of row, center standards between inside chairs, four plastic seats, and backs. Rotate chair components during testing procedures so that focus of abuse of each test is towards previously untested components:
 - a. Drop a forty (40) pound sandbag 9" in diameter on a seat with center of impact at the center of seat, without failure, 5,000 impacts at 35 cycles per minute (cpm).
 - b. At completion of each test, the height of seat must not drop more than 5/8", measured at the center of the front edge of the seat. In addition, each chair must withstand each test without failure or any irregularity that would impair its usefulness.

2. Swinging Impact Test:

- a. Use the same four-chair assembly as tested for vertical drop impact except rearrange the set-up so that the two outer middle standards, one outer seat and back comprise the middle chair. Use middle chair parts for the outer right and left chairs.
- b. Backs to withstand, without failure, 40,000 alternating swinging impact cycles by each of two opposing 40 lb. sandbags. Move sandbags horizontally and equally through various distances (6", 8", 10", and 12") at 35 cpm. (cycles per minute)
- c. At completion of each test, demonstrate that middle standards have sufficient strength and durability to withstand the test without failure or irregularities that would impair the unit's usefulness. There must be no visible evidence of failure or irregularity in the seat or back of the unit.

3. Seat Pan Static Load Test: - Apply a vertical static load to the top of the seat with the center of the load approximately 3" from the front edge and equidistant from the sides. A beam 2" x 4" to be used to distribute the load transversely across the seat. Load at the rate of approximately 2" per minute. Measure deflections and permanent distortions at front center edge of the seat. Chair must withstand a minimum load of 600 lbs. with permanent distortion not to exceed 5/8".
4. Armrest Horizontal Static Load Test - Test rigidity of armrest by applying a 200 lb. load perpendicular to arm and at a point 2" back from end. Maximum permanent set not to exceed 3/8". Specified load not to cause deflection of more than 1/2" from original position and no damage.
5. Concentrated Static Load to Rear of Back - Apply a horizontal static load to the top of the back, with the center of the load approximately 3" from the top edge of the back and equal distance from the sides. Use a beam (2" x 4") to distribute the load transversely across the back. Apply a test load of 450 pounds at the rate of approximately 2" per minute until the back has fully supported the 450-pound load. Chair must withstand a minimum of 450 pounds concentrated static load to the rear of the back with a permanent distortion not to exceed 5/8". Measure deflections and permanent distortions at the center of the top edge of the back.
6. Horizontal Transverse Static Load to Back - Backs to withstand an evenly distributed load of 300 lbs. to the top of the back at a 45-degree angle to the row of seats.
7. Self-Lifting Seat Oscillating Test - Meet ASTM F-851-87 Standard Test Method for Self-Rising Mechanisms. Lower seat mechanically against the down stop and release at a reasonable cyclical rate by means of a hard rubber roller attached to the end of an actuating bar. 3-1/2" in diameter roller contacts the center of the seat approximately 5" to 5-1/2" from the rear edge. Mechanism allows the seat to cycle freely through its full operation:

Seats to withstand 350,000 operating cycles without added lubrication, spring fatigue, adjustment, or measurable bearing wear. Seats to withstand 40,000 reverse operating cycles loaded with a 50 lb. weight at center of seat, then an additional 60,000 operating cycles with the weight removed.

3.14 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36, except where higher strength steel is indicated or standard with manufacturer.
- B. Steel Tubing: ASTM A501, hot formed.
- C. Aluminum: High-pressure, die-cast aluminum, ASTM A380, alloy as recommended by seating manufacturer.

D. Structural Steel:

1. All detailing, fabrication, and erection in accordance with AISC Specification, 9th Edition, 1990.
2. Structural Steel: ASTM A36 or ASTM A572 Multi-certified, (painted) or powder coated.
3. Bolts: 1/2" diameter and smaller ASTM A307, ASTM A325 otherwise. Threaded rod ASTM A36.
4. Welds: AWS D1.1 latest edition. Electrodes - E70XX.
5. Columns: Wide flange or structural tube shapes (painted) or powder coated.
6. Support Beams: Wide flange beams (painted) or powder coated.
7. Stringers: Wide flange beams (painted) or powder coated.
8. Prime and Paint Structural Steel Material: Blast clean to SSPC-ST-10 commercial blast clean. Prime coat with one coat of "Courtaulds Interzinc 3086," 2.5 to 3.5 mils dry film thickness. Provide finish coat of one coat acrylic modified aliphatic polyurethane, "Courtaulds Interthane 990HS", 1.5 to 2.0 mils dry film thickness or other products meeting requirements, as manufactured by Tnemec, Carboline, or International Protective Coatings or approved equal. Final dry neither film thickness of combined coats not less than 4 mils nor more than 5.5 mils or powder coated.

E. Platform System:

1. Floor Deck Components: Maintenance free, corrosion-resistant welded aluminum or other lightweight structural deck, with no gaps between the longitudinal portions of the decking. Provide decking of such rigidity and reinforcing that no "oil-canning" of decking materials will occur. The tread surface consists of an enclosed aluminum or other light weight deck, fluted or abraded for safety, and so designed that all fasteners for tread are concealed. Fabricate decking system from 6063-T6 aluminum alloy extrusions, mill finish with a minimum wall thickness of .078" or comparable system. Custom design front portion of tread from extrusion that has a female valley running continuous at the bottom front edge of the extrusion. Design valley to accept male portion extruded riser plate with interlocking connection or comparable system. Provide back portion of tread with an extrusion design of such height to create sufficient overlap with riser plate for attachment of connection hardware or comparable system. Transition from vertical riser to horizontal tread minimum of 7/8" radius curve to prevent trash accumulation or provide comparable system.
2. Riser Board and Fascia: 6063-T6 extruded aluminum that has a male ridge running continuous at the top edge, so designed that it will interlock into the front bottom of the nosing extrusion on the tread. The rise is to be of sufficient overall height to adequately lap the vertical projection of the back tread extrusion.
3. Tread System: Custom nose and back tread welded light weight deck system or aluminum extrusion with various no slip ribbed extruded sections placed between these two extrusions and located side by side, resulting in welded longitudinal seams; assembly then clamped and fixtured with a one percent slope to the front for water drainage. Field welding not acceptable. Provide corrosive resistant concealed connecting hardware. Through bolting of decking material not allowed. Riser lap secured with self-drilling, self-tapping, non-corrosive steel screws.
4. Stairs and Stair Platforms:
 - a. Frames: A36 steel channel galvanized with a painted finish or anodize aluminum alloy. Provide channel of sufficient size to conceal entire step tread.

- b. Treads: 6063-T6 extruded aluminum with a fluted surface and a minimum wall thickness of .078". Minimum vertical height of treads 1.75" actual. Treads mill finish or painted finish.
 - c. Intermediate Steps: Welded construction similar to tread system. Face of step closed as specified for stairs. Extend tread and riser full width of aisles.
 - d. Risers: Extruded aluminum 6063-T6. Attach to stair treads full width of step. The risers on the stairs need to be painted green to eliminate glare.
5. Hardware:
- a. All bolts used for field installation, galvanized steel.
 - b. Exposed Extrusion End Caps:
 - (i) Walkway, Foot Board, and Aisle Board End Caps: One piece mill finish aluminum channel design, riveted to the underside of the plank or comparable corrosive resistant design. Provide black anodized or painted finish on aisle risers.
 - (ii) Handrail Posts - Black anodized aluminum tube pipe railings coated to match railing system.
6. Railing System: Provide continuous black anodized aluminum or light weight metal with acrylic modified aliphatic polyurethane coating system tube railing along sides and rear of each movable system. Provide rail system with an infill between rails and supports consisting of PVC coated 2" woven wire mesh to meet Miami Dade County Code.
7. Internal Splice Sleeves: Provide at all perpendicular seams in load bearing deck members to maintain alignment of decking members during expansion/contraction. Sleeves penetrate a minimum of 6" into each end of adjoining extrusions. All seams occur at steel supports.
8. Finish: Cleaned, pretreated, and coated with a thermal setting polyester finish, in accordance with Architectural Aluminum Manufacturers Association Specification AAMA 603.8-92 "Voluntary Performance Requirements and Test Procedures for Pigmented Organic Coatings on Extruded Aluminum" or powder coated.

3.15 STADIUM SEAT FABRICATION

- A. Seating Standard: Self-contained riser and floor mounted, with blow-molded, high-density, polyethylene plastic back and seat and with cast iron, steel tube or cast aluminum riser and floor type aisle and center standards, typically in self-supported unit for ease of assembly and disassembly or equal meeting requirements stated herein and approved by Miami Dade County. Part of the selection of seat criteria will be the ability to be assembled or disassembled as a single self-supporting unit.
- B. Backs and Seats: One piece design, textured face surface; double wall, blow molded, high density polyethylene plastic, each wall 1/8" thick in all areas; molded in a compound curve. Thickness of backs approximately 1-1/16" at top and bottom on centerline. Welded areas outlining the center panel to be approximately 1/4" thick.
 - 1. Back Height: Approximately 19-1/4"; overall 32"; width 1/2" less than chair size.
 - 2. Attachment of Backs: Attach to the standards by means of four 1/4" diameter anodized aluminum or stainless steel bolts, or blind fasteners. Provide bolts with a recessed square in the head and pass through the back panel, through the back clip, and secured by a cap nut.
- C. Row and Seat Number Plates: Provide 1-3/4" x 2-3/4" x .020" thick aluminum number plates with

weather-resistant black numerals 1-1/2" high for each bench, and chair back seat and end standard, mounted in a recess or flush mounted on top of seat bottom and installed with concealed fasteners. Seat signage will consist of section identifiers (2), row identification and individual seat numbering.

- D. Seats: One piece design with seat pan, textured face surface; double walled plastic, molded to a form fitting curve from front to rear. The thickness of seat is approximately 1-1/8" at front and rear on centerline. Welded areas outlining the center panel approximately 1/4" thick:
1. Seat Length: Approximately 17-1/4", measured from face of back; width 2-1/2" less than chair size.
 2. Attachment: Attach to the seat arms by means of four 1/4" diameter anodized aluminum or stainless steel bolts, or blind fasteners. Bolts to have a recessed square in the head. Pass the four attaching bolts through the seat, a plastic spacer, and the cast iron seat arm and secure with a cap nut and flat washer. Attachment should be such that the unit maintains its integrity when assembled or disassembled.
 3. Seat Height: Approximately 17" from floor.
- E. Physical Properties - Plastics: High density linear polyethylene plastic with anti-static inhibitors and ultra-violet light stabilizing additives, with a minimum tensile strength of 3,300 lbs. psi; temperature range capability of +175 degrees F. to -50 degrees F. Use pigments of such quality that no painting of the plastic parts is necessary.
- F. Seat and Back Colors: Match existing seat color, as approved by Miami Dade County.
- G. Metal Finish: Treat coated parts with a five-stage bonding process and provide a baked-on exterior type high-solids urethane or electro-deposition epoxy powder coat, or enamel, dry film thickness not less than 3 mils; in a minimum of two different colors as selected by Miami Dade County.
- H. Standards: Riser attached; aluminum or lightweight structure. Standards will have an aluminum row designation plate.
- I. Hinges: Equip each chair with lifting devices attached to the sides of the seats, lifting the seat to a folded position without assistance. Locate mechanism in such a manner as not to present a hazard to the occupant's clothing and of a design and construction to permit simple adjustment and maintenance.
- J. Seat Lifting Device: Raise the seat to the three-quarter safety fold position without the necessity of periodic adjustment; and fold 100% to provide additional passing space. Provide hinge mechanism of two (2) independent torsion springs or pivot ball bearing type, located to provide close fold seat in up position without contacting back and so balanced that seats will not fall down. Operate hinges freely, and have cushioned up and down stops. Factory-assemble all parts of hinge mechanism with bolt, lock washer and nut, or rivet. Operate hinges readily on chairs in curved rows of varying radii above 25' minimum radius.
- K. Assembly Hardware: Furnish bolts and nuts for attaching backs to the standards and seats to seat arms, of stainless steel, Type 302 or 304, with bolt heads burnished. Furnish all other bolts, nuts, screws, dowels and washers used in the assembly of the chairs of stainless steel, Type 302 or 304.

3.16 EXAMINATION

- A. Examine substrates and conditions with awarded bidder present, for compliance with requirements for construction tolerances, material properties as they affect anchors and fasteners, and location of junction boxes. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.17 INSTALLATION

- A. General: Comply with manufacturer's printed installation instructions applicable to products and application indicated.
- B. Install seating units and structure in locations indicated on approved shop drawings with required clearances, elevations, and sight lines. Reproduce seating plan on floor or riser. Check all dimensions against approved shop drawing and make necessary adjustments in layout for all discrepancies. Design loading shall reflect the existing design of the stadium structures.
- C. Install standards in locations conforming to seating layout with each standard attached to substrate by not less than two (2) anchoring devices of size and type required to produce chairs free from rock or instability under conditions of actual use.
- D. Seal around anchoring device to ensure weather-tight installation.
- E. Once initiated, disassembly and storage should not exceed thirty (30) calendar days.

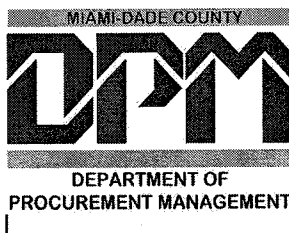
3.18 ADJUSTING

- A. Touch-up minor abrasions and imperfections in painted finishes with coating that matches factory-applied finish.
- B. Replace any seats that have been damaged during installation.

3.19 DISASSEMBLY AND STORAGE

- A. After completion inspection and prior to acceptance, disassemble and store seats, in compliance with bid requirements.**
- B. Once initiated, disassembly and storage should not exceed thirty (30) calendar days.**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
November 5, 2003

INVITATION TO BID
SECTION 4.0
BID PROPOSAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued By	DPM	Date Issued:	This Bid Proposal Consists of
Carlos R. Scull	Bids & Contracts Division	4/29/2003	Pages 27 through 31.

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Proposal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Proposal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Proposal Requirement.

FURNISH, DELIVER AND/OR INSTALL TEMPORARY SEATING
AT THE CRANDON TENNIS CENTER STADIUM
FOR THE MIAMI DADE PARKS DEPARTMENT.

A Bid Deposit in the amount of 5% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 100% of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ UNRESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **650-38**

Carlos R. Scull

Sr. Procurement Agent

FIRM NAME: _____



RETURN THREE COPIES OF BID PROPOSAL PAGES ONLY

FAILURE TO SIGN PAGE 31 OF SECTION 4.0, BID PROPOSAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL & INCIDENTALS TO SUCCESSFULLY INSTALL TEMPORARY SEATING AT THE CRANDON TENNIS CENTER FOR PRICES AS LISTED

1. Eight (8) (estimated) platform seating units or sections to support approximately 6,000 seats. Structure comprised of a system of frames, ties, braces, beams, base jacks, posts, panels, fastenings, anchoring & support system, and deck units appropriate for the seating, which lock together. To include side balustrades and safety rails for all sections, aisles with lighting and gangways proportioned to fit seating sections. Typical – Alto Seating Systems, Alto House, Ravensbank Drive N. Moans Moat, Redditch, Worcs. B98 9NA, England (044)(0) 1527 696644 or approved equal meeting requirements stated herein and approved by the County.

Manufacturer Bid _____

Bid Price \$ _____ Lump Sum

2. 6,000 (estimated) Bench-Seat Units with molded backs. - Provide bench seat with back as manufactured by Outdoor Aluminum, Inc. P.O. Box 118, Geneva Alabama 36340; (800) 225-4249; Dant Clayton Corporation, Louisville, Kentucky, (800) 626-2177, or; other manufacturers providing an approved equal product(s) meeting all requirements, and subject to approval by the County.

Manufacturer Bid _____

Bid Price \$ _____ Lump Sum

3. Supervision of assembly/disassembly. - Provide supervision as deemed necessary to maintain warranty, during the warranty period.

Bid Price \$ _____ Lump Sum

TOTAL BID PRICE ITEMS 1 THRU 3 \$ _____

Please state if the bidder can hold prices
for one (1) year (365 days).

_____ Yes _____ No

OPTIONS:

- A. 1,000 (estimated) Stadium Seats. – Self contained, riser and floor mounted, with blow-molded, high density, polyethylene plastic back and seat with light weight structure steel tube, or cast aluminum standards or equal meeting requirements stated herein and approved by the County.

Manufacturer Bid _____

Unit Price \$ _____ / Each

- B. Spare Parts – Furnish and deliver spare parts in the form of complete chair size and row lengths to be the same ratio as stadium including all assembly hardware and an estimated 130 seats matching products installed, packaged with protective covering for storage and identified with labels clearly describing contents.

Bid Price \$ _____ for spare parts package

Submit with your Bid a complete list of Spare Parts Package that would be included for above price.

NOTE: Per Section 2.0 paragraph 2.14 & 2.26(B) bidder should submit installer(s) qualifications.

BID PROPOSAL FOR:

TEMPORARY SEATING AT CRANDON PARK TENNIS CENTER
STADIUM

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

**LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM
RECEIVED IN CONNECTION WITH THIS BID**

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

REVISED 02/26/02



BID SUBMITTAL FORM

Bid Title: TEMPORARY SEATING AT CRANDON PARK TENNIS CENTER STADIUM

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here to affirm compliance with this disclosure requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____ and _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. ____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.

ADDENDUMS TO ITB #1677-PR

Addendum #1 Clarification of Issues

Addendum #1 to BAFO – Clarification of Issues**Section 2.17 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED**

The completion date mentioned in Section 2.17 of ITB 1677-PR will change to accommodate the Tennis Tournament's 2006 Tournament. The number of days to completion will be changed from three-hundred (300) to two-hundred, forty (240) calendar days after date of Notice to Proceed.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

The Bidder shall state in its proposal the number of calendar days from the date of the Notice To Proceed in which it will guarantee to complete the manufacturing of all material need for project and the number of days to do the installations of the seating. A verbal instruction from an authorized County representative shall constitute sufficient notice to the vendor to commence work. The completion date shall not exceed three hundred (300) calendar days after date of Notice to Proceed.

Section 3.5.E SUBMITTALS AFTER AWARD

The date of request for a Full Seating Plan mentioned in Section 3.5.E of ITB 1677-PR will change to accommodate the 2006 Tennis Tournament. The date will change from May 1, 2004 to July 5, 2005.

In preparation for pulling permits for the seating units, the Florida Building Code request, Section 3.5 of the attached Invitation To Bid (ITB#1677 – Appendix C) requests that a full Seating Manifest be provided by May 1, 2004, the new date is July 5, 2005.

3.5 SUBMITTALS AFTER AWARD

E. Full Seating Plan - Provide full seating drawing for box office personnel use with row and seat numbers covering the scope of this project. Full seating manifest must be provided by May 1, 2004.

Appendix D – Disability Nondiscrimination Affidavit

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature_____
DateSUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)by _____ . He/She is personally known to me or has
(Affiant)presented _____ as identification.
(Type of Identification)_____
(Signature of Notary)_____
(Serial Number)_____
(Print or Stamp Name of Notary)_____
(Expiration Date)Notary Public _____
(State)

Notary Seal